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Attorneys for Plaintiff Gregory A. Strasburg,
Individually and as Trustee of the Gregory A. Strasburg Revocable Trust dated 4/8/2003

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

GREGORY A. STRASBURG, Individually
and as Trustee of the GREGORY A.
STRASBURG REVOCABLE TRUST dated
4/8/2003

CASE NO. 08CV21 JLS (BLM)

Plaintiff,

DECLARATION OF DON
BEAUMONT REGARDING
APPOINTMENT OF SUBSTITUTE
CUSTODIAN AND MOVEMENT OF
VESSEL

v.

M/Y JUST A NOTION, Official Number
1089525, her engines, tackle, furniture and
appurtenances, *in rem*; PETER BLAIR, *in*
personam; JIM SINGLETON, *in personam*;
and THE YACHT CLUB, LLC., a Nevada
Corporation

Federal Rules of Civil Procedure
Supplemental Rules for Certain
Admiralty and Maritime Claims, Rules C
and D

Defendants.

I, DON BEAUMONT, hereby declare:

1. I am the President of Nielsen Beaumont Marine, Inc., ("Nielsen Beaumont"), a
California corporation, located 2420 Shelter Island Drive, San Diego, California 92106, and at
1301 Pier "C" Street, Long Beach, California 90813-4038. I make this Declaration on its
behalf. The matters set forth herein are of my own personal knowledge, and, if called to do so, I
could and would competently testify thereto.

2. Nielsen Beaumont provides a broad range of marine services, including major
reconstruction, cleaning, maintenance and custodianship, and has been approved previously by

1 the United States District Court for the Central and Southern Districts of California to serve as
2 substitute custodian, on over 3,000 vessel arrests.

3 3. The Defendant vessel M/Y JUST A NOTION, Official No. 1089525 is presently located
4 at Driscoll's Wharf who is currently acting as substitute custodian. I believe Nielsen Beaumont
5 can safely move and keep the vessel at its marine facility at ²³⁵³~~2420~~ Shelter Island Drive, San
6 Diego, California 92106, in the place and stead of the United States Marshal and Driscoll's
7 Wharf during the pendency of suit herein, and until further order of the Court.

8 4. As substitute custodian, Nielsen Beaumont will perform the following services for the
9 Defendant vessel during her custodianship:

- 10 a. Assume custody of the vessel from Driscoll's Wharf, and move the vessel to
- 11 Nielsen Beaumont Marine's facility for storage, until further order of the Court;
- 12 b. As soon as possible after assuming custody of the vessel, photograph and/or video
- 13 tape the interior and exterior of the vessel (a written inventory already has been
- 14 prepared);
- 15 c. Periodically inspect mooring lines and fenders to assure safe and secure mooring;
- 16 d. Periodically inspect the vessel for watertight integrity, excessive bilge water and
- 17 fuel lubricant leaks and, where in Nielsen Beaumont's sole evaluation further
- 18 action beyond those details herein is necessary to preserve the vessel, advise
- 19 counsel for Plaintiff, so counsel can seek an appropriate order from the Court;
- 20 e. Provide and/or supervise additional services such as cleaning, minor maintenance,
- 21 inspection of bottom by a diver for the purpose of cleaning metal and reporting
- 22 findings regarding underwater hull, metal and zinc conditions, as such services are
- 23 deemed prudent in Nielsen Beaumont's sole professional opinion;
- 24 f. Periodically operate machinery, if In Nielsen Beaumont's sole professional
- 25 opinion it can be done without risk. If an interested party wishes machinery to be
- 26 operated, and Nielsen Beaumont has not elected to do so, Nielsen Beaumont will
- 27 operate only machinery described in a proper Court order;
- 28

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1 g. Provide other such services as may be required from time-to-time, by further order
2 of the Court.

3 5. Nielsen Beaumont's responsibility shall not extend to inherent or latent defects or
4 deficiencies in the hull, machinery or equipment, nor to any fines, penalties or costs related to
5 the above.

6 6. Nielsen Beaumont maintains several insurance policies which protect it against
7 negligence of Nielsen Beaumont during its custodianship. Those policies are:

- 8 a. Commercial Marine Liability, with the underwriters New Hampshire Insurance
9 Company, with an aggregate limit of \$4,000,000.00;
10 b. Worker's Compensation with Majestic Insurance Company;
11 c. Nielsen Beaumont Marine, Inc. does not maintain hull, machinery or protection
12 and indemnity insurance.

13 7. The United States Marshal is unable to perform the above described services at a
14 comparable price. Nielsen Beaumont requires that payment for all services provided as
15 substitute custodian be paid for in full on or before the date that the Defendant vessel is
16 released from Driscoll's Wharf, or the date that Nielsen Beaumont is relieved as substitute
17 custodian, whichever first occurs.

18 8. Nielsen Beaumont agrees to accept substitute custodianship of the Defendant vessel, her
19 engines, tackle, apparel and furniture, in accordance with the Court's order appointing
20 substitute custodian.

21 I declare under penalty of perjury, under the laws of the United States of America, that
22 the foregoing is true and correct.

23 Executed on February 2 at San Diego California

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DON BEAUMONT

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